

SMWAdventures
5599 Moncrief Rd, Justin, TX 76247
Tel: 469-964-9553
SMWadventures.com

Camping Trailer Rental Agreement

Renter must complete this Agreement and agree to all SMW Adventure Terms and Conditions attached below.

Last: _____ First: _____

Address: _____ City: _____

State: _____ Zip: _____

Home # () _____ Mobile# () _____ Driver's License# _____

Birth date: _____

Email Address: _____ Previous renter: YES / NO (circle one)

Pick up/Delivery time: _____ **Return/Pick up time:** _____

Rental Period Start Date	Rental Period End Date	Rental Location
	—	Campground: _____ Camp Site No.: _____ Trailer Size: _____
<p>Security Deposit. A \$500.00 security deposit (the "Security Deposit") is charged through RVshare for each camping trailer rental. This security deposit covers the cost in the event there are missing or damaged items inside or damages to the outside of the camping trailer during your stay. The security deposit may also be used to pay any monies owed to SMW Adventures under this Agreement.</p>		

I would like to reserve/rent a camping trailer from SMWadventures. I understand that SMWadventures must approve the Agreement before a reservation can be confirmed. I authorize SMWadventures to deduct from the RVshare Deposit for any damages that I have caused during my rental period. If SMWadventures cancels the reservation for any reason, all my payments made towards the rental will be refunded within 14 business days. The security deposit is refundable.

Signature X _____ Date: _____

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TERMS AND CONDITIONS SIGN AND RETURN WITH RENTAL AGREEMENT

1. Renter and Driver's Requirements (These requirements not applicable for deliveries)

- All drivers must be a minimum 25 years of age at time of rental and possess a valid drivers' license.
- Renter must be present and provide a picture identification at time of pick-up.
- Only Authorized Driver(s) are permitted to drive & operate the recreational vehicle. Authorized drivers are defined as only those drivers expressly listed and designated as authorized drivers within the rental agreement. Renter relieves North Texas RV Rentals and its insurance carrier(s) of any liability incurred while the recreational vehicle is driven or operated by anyone other than an authorized driver.
- Renter certifies that all the information provided in the Reservation and in the rental agreement is true and accurate.
- Renter towing vehicle to meeting the towing requirements of the travel trailer or 5th wheel. If you are unsure what your vehicle can tow, please check your owner's manual.
- Renter's tow vehicle to have a brake controller installed prior to pick up.

2. Vehicles

- The reservation confirms rental dates, time, and a general vehicle type range. The reservation does guarantee that a specific vehicle, size, type, and color, floor plan or model year will be available.
- SMWadventures reserves the right to fill reservations within the category reserved and may substitute upgraded coaches if the reserved recreational vehicle is unavailable for any reason at the time of departure.

3. Responsibility for Damage or Loss

- Renter is responsible for all damage to the vehicle while in the renter's possession.
- Loss of use of the vehicle while it is being repaired (Not covered by insurance).
- All damages caused by blowouts, punctures, or other road damage, unless the damage is caused by a "loss" that is collision or comprehensive.

4. Missing equipment.

- Renter is responsible for loss due to theft or vandalism, or attempted theft or vandalism, of the vehicle and all damage due to vandalism that occurs in connection with a theft.
- Renter must report all accidents and/or damage involving the vehicle to SMWadventures RV Rentals within 12 hours of the occurrence. Renter agrees to pay these charges from credit sources listed in the rental contract and assumes all responsibility to submit accident reports and claims to the proper authorities.

5. Renter's Property

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- Renter releases SMWadventures, our agents, employees, and contractors from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the vehicle or in our offices, whether or not the loss or damage was caused by SMWadventures RV Rentals, by our negligence or was otherwise our responsibility. Includes vehicles parked on our premises.

6. Indemnity and Warranty

- Renter agrees to indemnify SMWadventures, defend SMWadventures, and hold SMWadventures harmless from all claims, liability, costs, and attorneys' fees incurred by SMWadventures RV Rentals resulting from, and arising out of, this rental and your operation of the vehicle. We make no warranties, express, implied, or apparent, regarding the vehicle, and no warranty that the vehicle is fit for a particular purpose.

7. Payments

- Full payment is due within 7 days of pickup date. Reservations made outside of 7 days require a 50% deposit. Renter authorizes full payment to be made by any credit reference listed on the Reservation if full payment of contract or Addendum(s) are not made within 7 days of departure.
- Renter agrees to pay SMWadventures RV Rentals, on demand, for all charges due SMWadventures RV Rentals under the contract.

8. Security and Damage Deposit

- A \$500 security and damage deposit is required before departure and is payable by credit card. This deposit covers any damage to the rented recreational vehicle during the rental period, regardless of fault. It also covers any additional charges (cleaning fee, dumping, additional days, etc.) incurred related to the rental that were not charged elsewhere in the rental contract or rental application, including traffic tickets or other fines incurred. This deposit also covers all costs and our lost time (\$75/hr), including pre-and post-judgment attorney's, legal & collection fees we incur collecting payment from you or otherwise enforcing our rights under this contract. The deposit may be held until the completion of any legal or collection action. The deposit, if no additional fees are payable to SMWadventures, is typically refundable within 7 business days.

9. Cancellation Policy

- Renter may cancel their reservation without penalty with 24 hours of the initial reservation date/time.
- Reservation cancellations made outside of 14 days before departure are subject to a 25% cancellation penalty.

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- Reservations canceled more than 7 days but less than 14 days before departure are subject to 50% cancellation penalty.
- Reservations canceled less than 7 days before departure are subject to the full rental fee.
- Renter may cancel the rental for in-house credit at SMWadventures RV Rentals' sole discretion for a \$50 processing fee.
- Cancellation charges will be taken from any renters' funds available: prepayments or security deposit.
- If SMW Adventures cancels the reservation for any reason, all payments made towards the rental will be refunded within 7 business days.

10. Roof Access

- For safety reasons, all members of the rental party are expressly prohibited from climbing on the roof ladder and roof. Any evidence of renter roof access will result in full forfeiture of the Security and Damage Deposit in addition to any damage incurred.

11. Pick-up and Return

- Pick-up times are 3PM. Early pick up available for \$65 fee
- Returns are by 3PM. Late return offered for \$65. Unit to be returned in the same condition that you received it, except for ordinary wear and tear.
- There are no refunds for early returns. There is a \$65 per hour late fee if not returned at scheduled time.

12. Restricted Uses

- Gatherings or events, which could pose a danger to humans.
- Renter is liable for all damages to vehicle, tires, batteries, towing charges and other expenses as a result of a breakdown associated with operating in these areas. Security & Damage Deposit will be forfeited if violated.
- Renter is prohibited in the use of the recreational vehicle associated with any illegal or unsafe purpose.
- No use of awning is allowed. SMWadventures will supply a 10x10 canopy upon request.
- No smoking of any kind allowed in rental units. \$350 cleaning fee will be accessed.
- Security & Damage Deposit will be forfeited if any portion of this section is violated.

13. Sanitation Dump

- The unit is to be returned empty and clean tanks. If not returned empty and clean tanks, then a \$100 fee will be charged.
- Should the RV be returned with holding tanks clogged, a fee of \$250 will be charged.

14. Cleaning Charges

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- If the recreational vehicle required additional cleaning once returned a fee of \$150 for travel trailers and \$175 for 5th wheels will be assessed at SMWadventures RV Rentals sole discretion.

15. Maintenance and Breakdown Responsibility

- SMWadventures is not liable for renter's expenses due to unforeseen breakdowns beyond SMWadventures RV Rental's control.
- SMWadventures RV Rentals is responsible for all damage or repair due to negligence or failure to provide maintenance while the renter is in possession of the recreational vehicle.
- In the event the recreational vehicle is in breakdown repair for 12 hours or more, through no fault of the renter, our responsibility to the renter is limited to refund of the nightly rate or portion thereof. Radio, automatic step, air conditioning, refrigerator, microwave and appliances and generator malfunctions are not considered breakdowns and no refunds are available for repair to these items.
- Renter agrees to obtain prior authorization from SMWadventures RV Rentals for all repairs/replacements to the recreational vehicle, or the renter will be fully liable for all these expenses, and all damages that may result from improper repair or replacements.
- Renter acknowledges all tires are in proper order upon signing check out form. Flat or leaking tire replacement/repair is the sole cost of the renter.
- Damage below the bumper line is the sole responsibility of the renter. The renter agrees to financial responsibility for the repair/replacement of all damaged items.

16. Included with Rental

- SMWadventures will provide Linens upon request.
- SMWadventures provides propane.
- SMWadventures provides weight distribution hitch.

X _____ Date _____
(Signature acknowledges that renter has read and agrees to the above Terms and Conditions)